
UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Hassan Arnesto Martin,

Plaintiff(s),

Case No. 15CV1871

vs.

**DEFENDANT'S ANSWER TO
PLAINTIFF'S AMENDED COMPLAINT**

Soo Line Railroad Company, Inc. d/b/a
Canadian Pacific Railroad, Ltd.

Defendant(s)

For its Answer to Plaintiff's Amended Complaint, Defendant, SOO LINE RAILROAD COMPANY, INC, d/b/a Canadian Pacific incorrectly sued as Soo Line Railroad Company, Inc. d/b/a Canadian Pacific Railway Limited, states as follows:

Defendant denies each and every allegation of the Amended Complaint except those allegations expressly admitted or otherwise qualified herein.

1. Defendant acknowledges that Plaintiff lives in Detroit, Michigan.
2. Defendant acknowledges its business address is 501 Marquette Avenue, #1101, Hennepin County, Minneapolis, Minnesota
3. Defendant does not contest jurisdiction, and believes on information that this case involves a claim for personal injuries allegedly sustained in the course of Plaintiff's employment with Defendant Railroad, and therefor arises under the Federal Employers' Liability Act, 45 U.S.C. §§ 51-60, but Defendant denies Plaintiff was injured.
4. Defendant does not contest jurisdiction.

5. Defendant does not contest jurisdiction.
6. Defendant does not contest jurisdiction.
7. Defendant denies it was negligent and has insufficient information as to the truth or falsity of the allegations regarding Plaintiff's injuries, if any, and, therefore, denies those allegations.

AFFIRMATIVE DEFENSES

8. For its first affirmative defense, Defendant states that Plaintiff's own negligence was the sole, proximate and contributing cause of Plaintiff's damages, if any.
9. For its second affirmative defense and to preserve the defense, Defendant states that Plaintiff has failed, or may have failed, to mitigate his damages.
10. For its third affirmative defense, Defendant states that Plaintiff's alleged injuries and damages were caused, in whole or in part, by pre-existing conditions or other contributory or concurrent conditions or factors, including events prior to or subsequent to the occurrence, made the basis of Plaintiff's claim against this Defendant.
11. For its fourth affirmative defense, Defendant states that Plaintiff's claims are or may be barred by the principles of federal and/or state preemption and preclusion.
12. For its fifth affirmative defense, Defendant states that the acts or omissions over persons or entities, over whom this Defendant had no control, or right to control, were the proximate or contributing cause of Plaintiff's damages, if any.
13. For its sixth affirmative defense, Defendant alleges that Plaintiff's Amended Complaint fails to state a claim upon which relief may be granted.

14. For its seventh affirmative defense, Defendant states that it is entitled to a lien or offset for any advancements made or sums paid by the Railroad Retirement Board, or by any other entity, prior to the settlement or other disposition of this case.

15. For its eighth affirmative defense, Defendant alleges that Plaintiff's claims may be barred by the applicable statute of limitations, release, and accord and satisfaction.

WHEREFORE, Defendant, SOO LINE RAILRAOD COMPANY, prays that this Court enter judgment in its favor and against Plaintiff and further award to Defendant its costs and disbursements herein.

Dated: May 4, 2015

DONNA LAW FIRM, P.C.

By /s/ David A. Donna
David A. Donna, #163624
7601 France Avenue South
Suite 350
Minneapolis, MN 55435
(952) 562-2460
(952) 562-2461 – fax
ddonna@donna-law.com

ATTORNEYS FOR DEFENDANT